UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,	*	**CIVIL ACTION**
Plaintiff	*	**NO.: 6:16-cv-01089**
versus	*	**JUDGE DOHERTY**
	*	**MAGISTRATE HANNA**
OILFIELD INSTRUMENTATION, U.S.A., INC.	*	
Defendant.	*	

ANSWER TO FIRST AMENDED COMPLAINT AND JURY DEMAND

Aldonsa, Inc., which conducts business as "Oilfield Instrumentation, USA" and is hereafter referred to as "OI," answers the First Amended Complaint and Jury Demand filed by Plaintiff, the United States Equal Employment Opportunity Commission ("the Commission"), as follows:

The Commission's statement in the Nature of the Action section of the first amended complaint requires no answer, but OI denies that it engaged in any unlawful employment practices and states that neither Carl J. Devalcourt nor the Commission is entitled to any of the requested relief.

Now answering the allegations of the first amended complaint, paragraph by paragraph, OI states:

1.

The allegations in paragraph 1 of the Commission's first amended complaint state conclusions of law which require no answer of OI. OI admits, however, that the court has federal question subject matter jurisdiction over the claims in this action.

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2.

OI admits the allegations in paragraph 2 of the Commission's first amended complaint but denies any unlawful conduct.

3.

The allegations in paragraph 3 of the Commission's first amended complaint state conclusions of law which require no answer of OI.

4.

With respect to the allegations in paragraph 4 of the Commission's first amended complaint, OI states that at all times relevant to this matter, there was no corporation named Oilfield Instrumentation, U.S.A., Inc., and Mr. Devalcourt had no relationship with such a corporation. OI admits, however, that Aldonsa, Inc. d/b/a OI is a Louisiana corporation with more than 15 employees and is the correct employer defendant in this lawsuit. OI will hereafter respond to allegations against "Defendant" in the first amended complaint as allegations against Aldonsa, Inc. d/b/a OI.

5.

The allegations in paragraph 5 of the Commission's first amended complaint are admitted.

6.

The allegations in paragraph 6 of the Commission's first amended complaint are admitted.

7.

The allegations in paragraph 7 of the Commission's first amended complaint are denied.

8.

The allegations in paragraph 8 of the Commission's first amended complaint are admitted.

9.

The allegations in paragraph 9 of the Commission's first amended complaint are admitted. OI submits, however, that the Commission's determination was erroneous.

10.

The allegations in paragraph 10 of the Commission's first amended complaint are denied.

11.

The allegations in paragraph 11 of the Commission's first amended complaint are admitted.

12.

The allegations in paragraph 12 of the Commission's first amended complaint are admitted, except as to the date in June when the communication was issued, which is denied.

13.

The allegations in paragraph 13 of the Commission's first amended complaint are denied.

14.

The allegations in paragraph 14 of the Commission's first amended complaint are denied.

15.

The allegations in paragraph 15 of the Commission's first amended complaint are admitted.

16.

The allegations in paragraph 16 of the Commission's first amended complaint are admitted, except as to the date of the application, which is denied.

17.

The allegations in paragraph 17 of the Commission's first amended complaint are admitted, except as to the date of the interview, which is denied.

18.

The allegations in paragraph 18 of the Commission's first amended complaint are admitted.

19.

The allegations in paragraph 19 of the Commission's first amended complaint are denied as written. The offer of employment was conditioned on successful completion of a physical examination and drug screen.

20.

The allegations in paragraph 20 of the Commission's first amended complaint are admitted.

21.

The allegations in paragraph 21 of the Commission's first amended complaint are denied as written. The reference to "in good physical shape" is taken out of context and came at a later time.

22.

The allegations in paragraph 22 of the Commission's first amended complaint are denied for lack of information sufficient to justify a belief therein.

23.

The allegations in paragraph 23 of the Commission's first amended complaint are denied for lack of information sufficient to justify a belief therein.

24.

The allegations in paragraph 24 of the Commission's first amended complaint are denied.

25.

The allegations in paragraph 25 of the Commission's first amended complaint are denied for lack of information sufficient to justify a belief therein.

26.

The allegations in paragraph 26 of the Commission's first amended complaint are denied for lack of information sufficient to justify a belief therein.

27.

The allegations in paragraph 27 of the Commission's first amended complaint are denied for lack of information sufficient to justify a belief therein.

28.

The allegations in paragraph 28 of the Commission's first amended complaint are denied, but the offer of employment to Devalcourt was rescinded based on the medical advice of a physician that examined Devalcourt and determined that, given the type of insulin-dependent diabetes from which he suffers, working offshore would put Devalcourt's life at risk.

29.

The allegations in paragraph 29 of the Commission's first amended complaint are denied.

30.

The allegations in paragraph 30 of the Commission's first amended complaint are denied.

31.

The allegations in paragraph 31 of the Commission's first amended complaint are admitted.

32.

The allegations in paragraph 32 of the Commission's first amended complaint are admitted.

33.

The allegations in paragraph 33 of the Commission's first amended complaint are denied.

34.

The allegations in paragraph 34 of the Commission's first amended complaint are denied.

35.

The allegations in paragraph 35 of the Commission's first amended complaint are denied as written and taken out of context.

36.

The allegations in paragraph 36 of the Commission's first amended complaint are denied.

37.

The allegations in paragraph 37 of the Commission's first amended complaint are denied.

38.

The allegations in paragraph 38 of the Commission's first amended complaint are denied.

39.

The allegations in paragraph 39 of the Commission's first amended complaint are denied.

40.

The allegations in paragraph 40 of the Commission's first amended complaint are denied.

41.

The allegations in paragraph 41 of the Commission's first amended complaint are denied.

42.

The allegations in paragraph 42 of the Commission's first amended complaint are denied.

43.

With respect to the prayer of the first amended complaint, OI states that there are no grounds in fact or in law for the relief requested by the Commission.

NOW FURTHER ANSWERING the allegations of the first amended complaint, OI states its affirmative and other defenses as follows:

FIRST DEFENSE

The first amended complaint fails to state a claim upon which relief may be granted.

SECOND DEFENSE

Some or all of the Commission's claims are barred by the applicable statutes of limitation because Devalcourt's charge was not timely.

THIRD DEFENSE

To the extent that the first amended complaint contains allegations or claims which exceed the scope of Devalcourt's charge , such allegations or claims are barred.

FOURTH DEFENSE

All employment actions which OI took toward Devalcourt were based on good faith, legitimate, non-discriminatory reasons.

FIFTH DEFENSE

The Commission's claims should be dismissed because Devalcourt was not qualified for the service technician position at issue that required offshore work.

SIXTH DEFENSE

Devalcourt was unable to perform the essential functions of the service technician job, even with accommodation.

SEVENTH DEFENSE

The Commission's claims should be dismissed because it did not properly engage in the conciliation process, refused to produce information that OI requested on repeated occasions, demanded relief that exceeded the remedies afforded by the applicable law, and managed the conciliation process with a predetermined intention to sue OI as opposed to a legitimate interest in its conciliation obligations.

EIGHTH DEFENSE

OI could not accommodate Plaintiff's alleged disability without being subject to an undue hardship on its business.

NINTH DEFENSE

Employment with OI posed a direct threat to Devalcourt's own safety and the safety of other OI employees.

TENTH DEFENSE

Any employment practice or requirement of which the Commission complains was job related and consistent with business necessity.

ELEVENTH DEFENSE

OI sought, relied on, and was entitled to rely on medical advice from a licensed physician that was objectively reasonable in its decision to rescind an offer of employment to Devalcourt.

TWELFTH DEFENSE

Any alleged injury or damage suffered by Plaintiff was in no way caused by, or a result of, any fault, act or omission by OI, but was caused by circumstances, persons or entities for which OI is not responsible.

THIRTEENTH DEFENSE

Devalcourt cannot recover damages for any violation of the ADA because he did not inform OI that an accommodation was needed. Alternatively, the only accommodation that would have permitted Devalcourt to work offshore, a medic on the offshore facility, would cause an undue hardship on the operation of OI's business.

FOURTEENTH DEFENSE

To the extent that Devalcourt is entitled to any recovery, OI is entitled to a set-off for any compensation, payments, benefits, or other amounts received by Devalcourt since February 7, 2013.

FIFTEENTH DEFENSE

The Commission's claim for prejudgment interest should be rejected or drastically reduced because it delayed in processing Devalcourt's charge and in handling the conciliation process.

SIXTEENTH DEFENSE

Devalcourt has not sustained any damages as a result of any illegal conduct on the part of OI. Alternatively, Devalcourt has failed to mitigate any damages he may have sustained, and any damages he is awarded are subject to applicable statutory caps.

SEVENTEENTH DEFENSE

The Commission is not entitled to punitive damages because OI did not act with either malice or reckless disregard of Plaintiff's rights, and it made good-faith efforts to comply with the law.

OI reserves the right to supplement and amend this pleading as required, raising any and all other affirmative defenses that may be identified as a result of discovery.

DEMAND FOR JURY TRIAL

To the extent that the Commission is permitted to take its claims to trial, OI hereby demands that such claims be tried to a jury.

REQUEST FOR ATTORNEY FEES AND DEFENSE COSTS

OI is entitled to an order compelling the Commission to reimburse it for all attorney fees, court costs, and other costs of defense as permitted by any applicable law.

WHEREFORE, OI prays that all claims asserted by the Commission be dismissed, with prejudice, at the Commission's cost. OI further prays that the Commission be ordered to reimburse it for attorneys' fees and all costs incurred in defending this action.

Respectfully submitted,

/s/ Thomas J. McGoey II
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Attorneys for Defendant, Aldonsa, Inc, d/b/a
Oilfield Instrumentation, USA

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above and foregoing pleading has been served upon all counsel of record by email or placing same in the United States mail, properly addressed and postage prepaid, this 10th day of October, 2016.

/s/ Thomas J. McGoey II